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A person actually existing and intended by the drawer to be the real payee can scarcely be considered fictitious. Therefore by no construction of the Act is the check payable to bearer. Since, then, a forged indorsement passes no title, the defendant, however innocent, is not entitled to the proceeds of the check. *Robarts v. Tucker*, 16 Q. B. 560; *Citizen's, etc., Bank v. Importer's, etc., Bank*, 119 N. Y. 195.

BILLS OF PEACE — BILL TO AVOID NUMEROUS ACTIONS OF EJECTMENT. — The plaintiff alleged that the eighty-four defendants, squatters on his land, were preparing to defend ejectment suits brought by him, all claiming to hold under M and to tack their adverse possession to his, in order to make it extend for the statutory period of limitation. The plaintiff further alleged that M had not been in adverse possession, that he had won an ejectment suit against one making a similar claim, and prayed that he be decreed entitled to immediate possession, and that the defendants account for rents and damages. The defendants demurred. *Held*, that the demurrer be sustained. Two judges dissented. *Illinois Steel Co. v. Schroeder*, 113 N. W. 51 (Wis.). See NOTES, p. 208.

CONFLICT OF LAWS — REMEDIES — REDRESS IN ONE JURISDICTION FOR TORT COMMITTED IN ANOTHER. — A Nevada statute gives a right of action for personal injuries caused by negligence or wrongful act, but provides that such liability shall exist only in so far as it shall be ascertained by a state or federal court in Nevada. The plaintiff sued in a federal court in Utah for an injury received in Nevada. *Held*, that redress can be given only by a court in Nevada. *Coyne v. Southern Pacific Co.*, 155 Fed. 683 (Circ. Ct., Dist. Utah). See NOTES, p. 207.

CONSTITUTIONAL LAW — IMPAIRMENT OF OBLIGATION OF CONTRACTS — CONTRACT ARISING FROM DEALINGS BETWEEN STATE AND FOREIGN CORPORATIONS. — By various enactments Alabama induced foreign railroad corporations, including the complainant, to acquire in the state franchises and other large property interests. Later a statute made recourse by foreign corporations to the federal courts *ipso facto* a forfeiture of their right to do business in the state. *Held*, that the defendants are enjoined from interfering with the prosecution of intra-state business by the complainant. *Seaboard Air Line Ry. Co. v. Railroad Commission of Alabama*, 155 Fed. 792 (Circ. Ct., M. D. Ala.).

Except under special circumstances, a state may compel a foreign corporation not to resort to the federal courts or else to leave the state. *Security Mutual Life Ins. Co. v. Prewitt*, 202 U. S. 246. There seems to be no reason, however, why the state may not bargain this right away, since it cannot strictly be called an exercise of the police power. A binding contract may arise between a state and a foreign corporation, based on their dealings, although no particular document embodies that contract. *Stearns v. Minnesota*, 179 U. S. 223. In the case under discussion the facts are strongly in favor of such a construction — that the dealings between the parties have "ripened into a legislative contract." In every case the question is one of fact. See 20 HARV. L. REV. 405.

CONSTITUTIONAL LAW — SEPARATION OF POWERS — DELEGATION OF LEGISLATIVE POWER TO COMMISSIONS. — A statute provided that the state railroad commission should have power in its discretion to permit increase in the capital stock of railroad corporations, and to prescribe the terms upon which such increase should be made. *Held*, that the statute delegates legislative power and therefore is void. *State v. Great Northern Ry. Co.*, 100 Minn. 445. See NOTES, p. 205.

CONSTITUTIONAL LAW — SEPARATION OF POWERS — DELEGATION OF LEGISLATIVE POWER TO COMMITTEE OF POLITICAL PARTY. — A statute gave county central committees of the various political parties power to establish districts for the choice of delegates. *Held*, that the statute is unconstitutional. *Rouse v. Thompson*, 81 N. E. 1109 (Ill.).

It is assumed by the court and supported by authority that such a function